

AG Contract No. KR02-0538TRN
ADOT ECS File: JPA 02-036
Project: G 1051 03 C
Section: Economic Strength Program (ESP)
Grant – Houston Ave. Near US 60

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PINAL COUNTY

THIS AGREEMENT is entered into 30th October, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and PINAL COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-951 et seq and 28-7282 et seq to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The County has requested Economic Strength Project (ESP) funds in the amount of \$133,875.00; the Commerce and Economic Development Commission have recommended the approval of such funds for the County, and the Transportation Board has approved the funding, for the construction of improvements to Houston Avenue to provide improved access, and aid in the retention and development of local business, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25593
Filed with the Secretary of State
Date Filed: 10/30/02

Betty Bayless
Secretary of State

By: William V. Hammerwald

II. SCOPE OF WORK

1. The County will:

a. Insure the additional commitment of 73.75% of the total estimated Project cost, or \$376,125.00, whichever is more, from the County or other sources (not including ESP funds) to the Project. Accomplish construction of the Project by public bidding, in strict compliance with State procurement laws, rules and regulations. Upon completion, approve and accept the Project on behalf of the County and provide maintenance.

b. No more often than monthly, invoice the State for ESP funds (Arizona Department of Commerce, ATTN: ESP Program Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85012), in an amount not to exceed \$133,875.00.

c. Provide the State a copy of the executed Project contract(s), and draw down and expend the State ESP funds no later than twelve (12) months after the effective date of this agreement. Provide the State detailed written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable and appropriate documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended.

d. Reimburse the State any funds received from the State under this agreement which are not specifically and directly expended in compliance with the ESP grant application, which is attached hereto and made a part hereof, and are subsequently disallowed by the State.

e. Provide the State (Arizona Department of Commerce, ATTN: ESP Program Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85012) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report detailing the direct and indirect impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

a. Within thirty (30) days after receipt and approval of the ESP contract(s) and subsequent monthly progress payment invoices, reimburse the County for work completed on the Project funds in an amount not to exceed \$133,875.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the County by reason of state law under which funds for the Project are authorized to be expended.

2. The County agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance by the State of any of the provisions of this agreement. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys fees.

3. The total amount of ESP funds expended under this agreement shall not exceed 26.25% of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project, reimbursement and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental agency, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party. Further, this agreement may be terminated and the ESP grant cancelled by the State if the County, in the opinion of and by action of the Transportation Board, fails to pursue due diligence on the Project or in the performance of any of the terms of this agreement.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of State employees.

7. The provisions of Arizona Revised Statutes Section 35-214 pertaining to 5 year records retention by the County and audit by the State are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Pinal County
Public Works Director
PO Box 727
Florence, AZ 85232

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

PINAL COUNTY, ARIZONA

Department of Transportation

By DALE BUSKIRK
DALE BUSKIRK, Acting Division Dir.
Transportation Planning Division

By Sheri Cluff

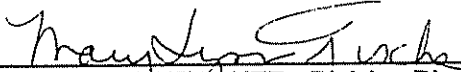
Deputy Clerk of the Board

02-036-TPD-Pinal County-ESP
19Apr2002

RESOLUTION

BE IT RESOLVED on this 19th day of March, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the STATE OF ARIZONA that the DEPARTMENT OF TRANSPORTATION, acting by and through the TRANSPORTATION PLANNING DIVISION, to enter into an agreement with the PINAL COUNTY, for the purpose of defining responsibilities for the acquisition of federal funds, for Houston Avenue near US 60.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning Division, for approval and execution.



MARY LYNN TISCHER, Division Director
for VICTOR M. MENDEZ, Director

February 20, 2002

Ms. Lynn Grandy
Contracts Management
Arizona Department of Transportation
205 S. 17th Ave., 171A
Phoenix, AZ 85007

Re. Economic Strengths Project Program

Dear Lynn:

Here are the percentages for use in the IGA's for Round 02-1 of the ESP Program.

Flagstaff	# TBD	
Project Cost	1,610,000	
ESP Grant	250,000	15.53%
Match	1,360,000	84.47%

Pinal County	# TBD	
Project Cost	510,000	
ESP Grant	133,875	26.25%
Match	376,125	73.75%

Somerton	# TBD	
Project Cost	81,700	
ESP Grant	40,000	48.96%
Match	41,700	51.04%

Tolleson	#TBD	
Project Cost	253,750	
ESP Grant	76,125	30.00%
Match	177,625	70.00%

Attachment A contains a brief description of the projects approved this round.

If you have any questions, please do not hesitate to call me.

Sincerely,

Sandy Brown
ESP Program Manager

Enc.

ATTACHMENT A

ECONOMIC STRENGTH PROJECTS FY 2002 ROUND 1 LIST OF PROJECTS RECOMMENDED							
APPLICANT	PROJECT DESCRIPTIONS	COMPANY/ BUSINESS ASSISTED	JOBS CREATED	ESP AMOUNT REQUESTED	LOCAL MATCHING FUNDS	CAPITAL INVESTMENT	ESP AMOUNT RECOMMENDED
City of Tolleson	Reconstruction of 1,080 feet of Buckeye Road	Western Container, a manufacturer of plastic beverage bottles	Construction-82 New FTE -- 75	\$76,125	\$177,625, plus, \$0 of infrastructure improvements	\$32,960,000	\$76,125
City of Somerton	Construction of 450 feet of new Bingham Avenue to access project	Hand Properties, a developer, for the construction of a Family Dollar retail store	Construction-- 56 New FTE -- 7 Retained -- 0	\$58,440	\$23,260, plus, \$5,980 of infrastructure improvements.	\$350,000	\$40,000
City of Flagstaff	Extension of Dodge Avenue from Railroad to Old Route 66	Flagstaff Mall, a retail shopping center	Construction-209 New FTE-450 Retained --217	\$500,000	\$1,110,000, plus, \$6,018,500 of infrastructure improvements	\$60,000,000	\$250,000
Pinal County	Reconstruction of 1.25 miles of Houston Avenue	24 small business that are located on that road	Construction-25 New FTE-103 Retained -- 118	\$305,506	\$ 204,494, plus, \$152,500 of infrastructure improvements	\$8,585,000	\$133,875
TOTALS			Construction--372 New FTE -- 635 Retained -- 335	\$940,071	\$1,515,379, plus, \$6,176,980 of infrastructure expenditures	\$101,895,500	\$500,000

When recorded return to:
Clerk of the Board of Supervisors
Pinal County Board of Supervisors
P. O. Box 827
Florence, AZ 85232

RESOLUTION NO. 92502-ESF

**RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS
AUTHORIZING PINAL COUNTY TO ENTER INTO INTERGOVERNMENTAL
AGREEMENT JPA 02-036 WITH THE STATE OF ARIZONA, DEFINING
RESPONSIBILITIES FOR THE IMPROVEMENT OF HOUSTON AVENUE
NEAR U.S. 60, ESTABLISHING PINAL COUNTY'S SHARE OF THE COST OF
THE PROJECT AND ESTABLISHING THE SHARE OF THE ARIZONA
DEPARTMENT OF TRANSPORTATION, REPRESENTING THE ARIZONA
DEPARTMENT OF COMMERCE.**

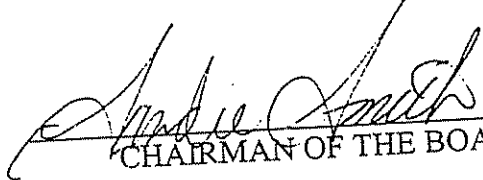
WHEREAS, the County is empowered by Arizona Revised Statutes Sections 11-951 et seq and 28-7282 et seq to enter into Intergovernmental Agreement JPA 02-036; and,

WHEREAS, the County has requested Economic Strength Project (ESP) funds in the amount not to exceed \$133,875.00, the Commerce and Economic Development Commission has recommended the approval of such funds for the County, and the Transportation Board has approved the funding for the construction of improvements to Houston Avenue to provide improved access and aid in the retention and development of local business, hereinafter referred to as the Project; and,


WHEREAS, it is in the interest of safety and welfare of the public to improve Houston Avenue near U.S. 60,

THEREFORE, BE IT RESOLVED, ORDERED, AND DECLARED, that Pinal County is authorized to enter into Intergovernmental Agreement JPA 02-036 with the State of Arizona, by and through its Department of Transportation, for the purpose of defining responsibilities for improving Houston Avenue near U.S. 60, and establishing Pinal County's share of the cost of the project at 73.75% of the total estimated project cost or \$376,125.00 whichever is more and the share of the Arizona Department of Transportation, representing the Arizona Department of Commerce, in the amount not to exceed \$133,875.00.

200 2 PASSED AND ADOPTED this 25th day of September,
by the PINAL COUNTY BOARD OF SUPERVISORS.


CHAIRMAN OF THE BOARD

ATTEST:


Deputy CLERK OF THE BOARD

AGENDA FORM
FOR
PINAL COUNTY BOARD of SUPERVISORS

CC: Kathy Borquez

Budgeted: NA
Generates Revenue for County: NA
Revenue Generated: NA
Uses County Funds: Yes
Source of Funds: ESP Grant
Cost to County: 73.75% of Total Estimated Project Cost
Reduces/Contains: NA
Expenditure Reduced/Contained: NA

Competitive negotiations (PC1-347 D1) N/A
Two step competitive negotiation (PC1-347 D2) N/A
Review of Qualifications (PC1-347D3) N/A
Multi step sealed bidding (PC1-326) N/A
Intergovernmental Agreement (PC1-1003) N/A
Competitive sealed proposals RFP (PC1-329) N/A
Expenditures for County: Other (PC1-) N/A

1. REQUESTED BY:

Fund No: Dept No: 02134 Dept. Name: Public Works Director: Robert M. Davis

2. BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION - Consent Item: Discussion/approval/disapproval of Resolution No. 92502-ESPP authorizing Pinal County to enter into Intergovernmental Agreement JPA 02-036 with the State of Arizona, by and through its Department of Transportation, authorizing Pinal County to receive Economic Strength Project Funds in the amount not to exceed \$133,875.00 for improvements to Houston Avenue near U.S. 60, with the County share of the cost of the improvements being 73.75% of the total estimated project cost or \$376,125.00, whichever is more. (Robert M. Davis)

3. MOTION: It is moved that the Pinal County Board of Supervisors . . . Approve Resolution No. 92502-ESPP authorizing Pinal County to enter into Intergovernmental Agreement JPA 02-036 with the State of Arizona, by and through its Department of Transportation, authorizing Pinal County to receive Economic Strength Project Funds in the amount not to exceed \$133,875.00 for improvements to Houston Avenue near U.S. 60, with the County share of the cost of the improvements being 73.75% of the total estimated project cost or \$376,125.00, whichever is more.

4. DEPARTMENT: Contract #GA0304

Robert M. Davis 8/29/02
Action recommended by Robert M. Davis, Director Date

7. ASSISTANT COUNTY MANAGER:

Approve ☐ Disapprove ☐ Date

5. GRANTS AND CONTRACTS ADMINISTRATOR:

Approve ☐ Disapprove ☐ Date

8. PURCHASING DEPARTMENT:

Approve ☐ Disapprove ☐ Date

6. COUNTY ATTORNEY'S OFFICE:

☐ Approved as to form and within the powers and authority granted under the laws of the State of Arizona to the Pinal County Board of Supervisors. Date 7/30/02

9. FINANCE OFFICE:

Approve ☐ Disapprove ☐ Date

10. COUNTY MANAGER:

APPROVE ☐ DISAPPROVE ☐ Date

11. BOARD OF SUPERVISORS:

Action Taken: ☒ Approve ☐ Amend ☐ Disapprove ☐ Delete ☐

CHAIRMAN:

Shirley Smith 9-25-02
Date

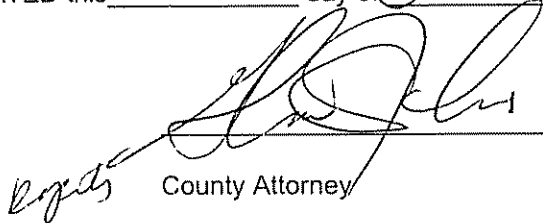
CLERK OF THE BOARD:

Shirley Smith Deputy Clerk 9-25-02
Date

APPROVAL OF THE PINAL COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, TRANSPORTATION PLANNING DIVISION, and PINAL COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement

DATED this 21st day of June, 2002.


County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8855
Fax: (602) 542-3646

MAIN PHONE : (602) 542-1680
FACSIMILE : (602) 542-3646

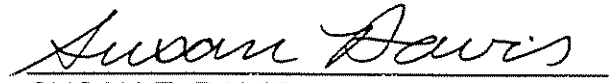
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-0538TRN (JPA 02-036), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED October 21, 2002.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Att.